

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE  
PLAYERS' CONCUSSION INJURY LITIGATION

No. 2:12-md-02323-AB  
MDL No. 2323

Kevin Turner and Shawn Wooden, on behalf  
of themselves and others similarly situated,

Plaintiffs,

v.

National Football League and NFL Properties, LLC,  
successor-in-interest to NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:

Goldberg Persky & White

v.

SPID No. 100002840 (R.C.)

Attorney's Lien Dispute

Case No. 593

**ORDER**

AND NOW, this 24<sup>th</sup> day of August, 2021, upon consideration of the Attorney Lien identified above and the Report and Recommendation of United States Magistrate Judge David R. Strawbridge (ECF No. 11446), it is **ORDERED** that:

1. The Report and Recommendation is **ADOPTED**;
2. The funds currently withheld for counsel fee, representing 17% of R.C.'s Monetary Award, are **APPORTIONED** as follows:
  - a. 8/22nds of that portion is allocated to Goldberg Persky & White as attorney's fees; and
  - b. The balance of funds currently withheld by the Claims Administrator for payment of a contingent fee pending resolution of this lien dispute is allocated to

R.C.;

3. The funds currently withheld for reimbursement to counsel for costs are **APPORTIONED** as follows:
  - a. \$218.08 in costs is allocated to Goldberg Persky & White; and
  - b. The balance of funds currently withheld by the Claims Administrator for costs (\$8,266.08) is allocated to R.C.; and
4. The 5% portion of R.C.'s Monetary Award that is currently withheld in the Attorneys' Fees Qualified Settlement Fund pursuant to the Court's June 27, 2018 Order Regarding Withholdings for Common Benefit Fund (ECF. No. 10104), to the extent any of these funds are later released for payment to individual attorneys, shall be **APPORTIONED** to Goldberg Persky & White and R.C. in the proportion allocated above for the 17% portion.

The Claims Administrator is **ORDERED** to disburse the withheld funds in accordance with this decision, the provisions of the Settlement Agreement, and all Court Orders regarding implementation.

S/Anita B. Brody  
ANITA B. BRODY, J.

Copies via ECF

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